

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5		Page 1 Of 55	
2. Contract (Proc. Inst. Ident) No. DAAE20-01-C-0090		3. Effective Date 2001JUN27		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-A SUE MCGREGOR (309)782-3127 ROCK ISLAND IL 61299-7630 e-mail address: MCGREGORS@RIA.ARMY.MIL		Code W52H09	6. Administered By (If Other Than Item 5) DCM GENERAL DYNAMICS DEFENSE SYSTEMS 1345 LAKESIDE AVE BURLINGTON VT 05401-4985			Code S4601A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GENERAL DYNAMICS ARMAMENT SYSTEMS 128 LAKESIDE AVENUE BURLINGTON VT 05401-4985 TYPE BUSINESS: Large Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
			9. Discount For Prompt Payment				
			10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:				Item 12
Code 05606	Facility Code						
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNB/BUNKER HILL P O BOX 182077 COLUMBUS OH 43218-2077			Code SC1016	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data SEE SECTION G				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
			KIND OF CONTRACT: Supply Contracts and Priced Orders				
15G. Total Amount Of Contract						\$12,468,538.52	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	37
X	B	Supplies or Services and Prices/Costs	8	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	14	X	J	List of Attachments	53
X	D	Packaging and Marking	18	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	19		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	28				
X	G	Contract Administration Data	29		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	30		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number DAAE2000R0104 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer DANIEL L THORPE THORPED@RIA.ARMY.MIL (309)782-4403			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed	

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SECTION A - SUPPLEMENTAL INFORMATION

1. The U.S. Army Tank-automotive and Armaments Command (TACOM), Rock Island Site (RI), hereby awards a contract for 832 each, MK19 Grenade Machine Guns, NSN: 1010-01-126-9063, P/N: 3269419, at a unit price of \$14,980.52 each, and one lot of comparison test spares at a price of \$4,745.88.
2. The contract contains two, 150% option periods. Option period 01 runs from date of award through 31 January 2002 and option period 02 runs from 01 February 02 through 31 January 2003. All option quantities will be awarded utilizing the unit price for the applicable quantity range by option period. Upon initial exercise of the minimum option quantity of 600 in each option period, the Government may exercise the option one or more times for quantities less than the minimum in each option period. If award in any option period is made at a unit price established for a smaller quantity range and cumulative awards for that option period exceed that quantity range, a unit price adjustment will be calculated against all previously awarded quantities for that option period and also applied against remaining option period quantities to apply the correct range unit price for the cumulative total quantity for that option period. Quantities exercised within a particular option period are not considered cumulative for the purposes of other option periods.
3. When a quantity in the second option period is exercised, a service clin will also be added to cover the cost of welding certifications at a total cost of \$29,662.33.
4. Engineering Change Proposal (ECP) L1S3028, Alternate Material Specifications for Outer Feed Slide and Back Plate Weldment, is incorporated at no cost to the Government - Attachment 013.
5. Section E clause, Instructions Regarding Submission of First Article (Contractor Testing) has been revised.
6. Section E clause, Special Processes that Require PCO Approval, has been revised to remove #6 SPC Plan - Revision Level 8 and #7 Alternative to MIL-STD-1916. Upon Government approval of the plans or an alternative (in the case of MIL-STD-1916), they will be incorporated into the contract with no change in contract amount.
7. Both parties to this contract recognize the importance of commercial sales to the overall continuance of a warm production line for the MK19 Grenade Machine Gun. In order to maintain the production line at a minimum sustaining rate of one hundred (100) systems per month during the period of this contract, the contractor has agreed to pursue commercial sales. In order to assist in this process, the Government agrees to accommodate sales to commercial customers by modifying the contract schedule provided there is no negative impact to the Government (i.e. fielding). Any modification of delivery schedules for this sole purpose shall be accomplished at no cost to either party. It is the sole responsibility of the contractor to request a new delivery schedule at least sixty (60) days for 50 or less units, and 120 days for over 50 units, before a schedule impact. The schedule will not be modified until approved by the Government.
8. The following clauses have been deleted and replaced:

ES7018, Acceptance Inspection Equipment (AIE), has been deleted and is replaced by ES7002, Acceptance Inspection Equipment (AIE)

IF7252, FAR 52.202-1, Definitions, has been deleted and replaced by IF0197, FAR 52.202-1, Definitions

IF7253, FAR 52.244-6, Subcontracts for Commercial Items, has been deleted and replaced by IF0352, FAR 52.244-6, Subcontracts for Commercial Items
9. The negotiated option prices are at attachment 014.
10. The comparison spares (attachment 015) are included in the contract on Clin 0003AA with a delivery date of 30 September 2002.
11. Clause 52.232-28, Invitation to Propose Performance-Based Payments, dated Mar 2000, is incorporated into the contract.
12. GDAS' Small Business/Small Disadvantaged Business Subcontracting Plan has been received and is currently being reviewed. Upon approval of the SB/SDB Subcontracting Plan, it will be incorporated into the contract via the next contract modification.
13. GDAS is authorized rent free use of government equipment on this contract (attachment 016).
14. Solicitation DAAE20-00-R-0104 is incorporated. Sections K, L, and M are incorporated by reference.

*** END OF NARRATIVE A 002 ***		
Regulatory Cite	Title	Date
A-1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean		

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Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2	52-201-4501	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
		TACOM-RI	

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: amsta-aq-ar@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3	52.210-4516	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
		TACOM-RI	

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4

52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

DEC/1997

TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN

CLIN

CLIN

CLIN

PRICE \$

PRICE \$

PRICE \$

PRICE \$

(End of clause)

(AS7008)

A-5

52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

JUN/2001

TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see

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http://aais.ria.army.mil/aais/SOLINFO/index.htm).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-7	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

__James E. Reed_____

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__jereed@gdarm.com__

__(802) 657-6433__

(End of clause)

(AS7012)

A-8	52.245-4576	NOTICE OF DEMILITARIZATION REQUIREMENT	MAR/1995
	TACOM-RI		

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)

(AS7500)

A-9	52.246-4505	NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM	OCT/2000
	TACOM-RI	REQUIREMENT - ALTERNATE I	

(a) Your attention is drawn to Section E clause ES7024 entitled "Higher Level Contract Requirement, TACOM Quality System Requirement - Alternate I." Please note that this clause specifies a minimum quality requirement of compliance with an ISO 9001 system for performance of this contract. This means that although your in-house quality system may be based on international, commercial, or national quality standards, it must comply with the requirements of ISO 9001. Clause ES7024 of this document requires that you, the offeror, represent the level of quality system that you will utilize on the resultant contract.

(b) Certification of compliance for the quality system you identify in clause ES7024 by an independent standards organization or auditor is not required under this contract.

(End of clause)

(AS7024)

A-10	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	TACOM-RI		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

NARRATIVE FOR SOLICITATION DAAE20-00-R-0104

1. This solicitation is sole source to General Dynamics Armament Systems (GDAS).
2. The US Army, Tank-automotive and Armaments Command (TACOM), Rock Island Site (RI) has a requirement to purchase MK 19 Grenade Machine Guns, NSN: 1010-01-126-9063, P/N: 3269419. This requirement will result in a firm fixed price contract with two (2) option periods.
3. The option quantity for both periods will be 150% of the basic quantity. Option period #1 begins on the date of award with a not to exceed date of December 31, 2002. Option #2 will begin on January 1, 2003 with a not to exceed date of December 31, 2003. Options will be awarded 60 days before the last scheduled contract deliveries, including any delivery of option quantities, unless otherwise mutually

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agreed to by both the Government and GDAS.

4. Attachment 012, Address Code Distribution for ECP/RFD/VECP, replaces Section A001, Configuration Change Control - Engineering Actions of the DD1423 for submission and distribution of ECPs/RFDs/VECPs.

5. FOB is origin.

*** END OF NARRATIVE A 001 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: MK19 GMG 40MM FSCM: 10001 PART NR: 3269419 SECURITY CLASS: Unclassified <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 3269419 DATE: 20-APR-2000 <u>Packaging and Marking</u>				
0001AA	<u>PRODUCTION QUANTITY</u> NSN: 1010-01-126-9063 NOUN: MK19-3 GMG, 40MM FSCM: 10001 PART NR: 3269419 SECURITY CLASS: Unclassified PRON: M119801AM1 PRON AMD: 07 ACRN: AA AMS CD: 3210166106 PLEASE INCLUDE THE ADDITIONAL SHIP TO INFORMATION FOR THE 5 MK19 GMGS SHIPPED TO ABERDEEN PROVING GROUNDS: BLDG. 507 ATTN: JEFF AYERS STEAC-AA-LA EXTENSION: 38653 PHONE: (410)278-8653 (End of narrative B001) <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 3269419 DATE: 20-APR-2000 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H099309T981 W31G1Z J 3 PROJ CD BRK BLK PT	811	EA	\$ 14,980.52000	\$ 12,149,201.72

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ITEM NO	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001AB	IYE							
	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>					
	001	46	30-JAN-2002					
	002	100	28-FEB-2002					
	003	100	29-MAR-2002					
	004	100	30-APR-2002					
	005	100	30-MAY-2002					
	006	100	28-JUN-2002					
	007	100	30-JUL-2002					
	008	100	29-AUG-2002					
	009	60	30-SEP-2002					
	FOB POINT: Origin							
	SHIP TO: <u>PARCEL POST ADDRESS</u>							
	(W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER							
	TRANS OFFICER 256 235 6031							
	7 FRANKFORD AVE BLDG 112							
	ANNISTON AL 36201-4199							
	DOC SUPPL							
	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>		
	002	W52H091159T981	W23AUU	J	MK19CT	2		
	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>					
	001	5	30-SEP-2002					
	FOB POINT: Origin							
	SHIP TO: <u>PARCEL POST ADDRESS</u>							
	(W23AUU) XU TRANSPORTATION OFFICER							
RESTRICTED DELIVERY APPLIES								
BLDG E5185								
ABERDEEN PROVING GND MD 21010-5000								
	<u>PRODUCTION QUANTITY</u>		5	EA	\$ 14,980.52000	\$ 74,902.60		
NSN: 1010-01-126-9063								
NOUN: MK19-3 GMG, 40MM								
FSCM: 10001								
PART NR: 3269419								
SECURITY CLASS: Unclassified								
PRON: WG0A0B54M1 PRON AMD: 04 ACRN: AB								
AMS CD: 321061								
<u>Description/Specs./Work Statement</u>								
TOP DRAWING NR: 3269419								
DATE: 20-APR-2000								
<u>Packaging and Marking</u>								

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H090186T981 W31G1Z J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 5 30-SEP-2002 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6031 7 FRANKFORD AVE BLDG 112 ANNISTON AL 36201-4199				
0001AC	<u>PRODUCTION QUANTITY</u>	4	EA	\$ 14,980.52000	\$ 59,922.08
	NSN: 1010-01-126-9063 NOUN: MK19-3 GMG, 40MM FSCM: 10001 PART NR: 3269419 SECURITY CLASS: Unclassified PRON: WG1A0B05M1 PRON AMD: 02 ACRN: AC AMS CD: 321061 <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 3269419 DATE: 20-APR-2000 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H090334T981 W52H09 J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 30-SEP-2002 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H09) PR W4GG TACOM ROCK ISLAND FIN AND ACCT OFC				

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<div>BLDG 62 RODMAN AVE ROCK ISLANDIL 61299-6000</div> <div>PRODUCTION QUANTITY</div> <div>NSN: 1010-01-126-9063 NOUN: MK19-3 GMG, 40MM FSCM: 10001 PART NR: 3269419 SECURITY CLASS: Unclassified PRON: W11A0R09M1PRON AMD: 02ACRN: AC AMS CD: 321061060303210 CUSTOMER ORDER NO: 2017010102</div> <div>Description/Specs./Work Statement TOP DRAWING NR: 3269419 DATE: 20-APR-2000</div> <div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1 LEVEL PRESERVATION: Military LEVEL PACKING: B</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H090341T981 W31G1Z J 3 DEL REL CD QUANTITY DEL DATE 001 12 30-SEP-2002</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6031 7 FRANKFORD AVE BLDG 112 ANNISTONAL 36201-4199</div>	12	EA	\$ 14,980.52000	\$ 179,766.24
0002	<div>Supplies or Services and Prices/Costs</div> <div>DATA ITEM</div> <div>NOUN: DATA ITEMS SECURITY CLASS: Unclassified</div> <div>SEQUENCE A001 THRU A008</div> <div>Contract will prepare and deliver the technical data in accordance with the requirements, quantities, and schedule are set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A.</div>		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>A DD250 IS NOT REQUIRED.</p> <p>SEQUENCE A002 - AIE DOCUMENTATION</p> <p>Submit 30 days prior to FA, or production, if FA is waived. The Government will respond within 30 days of receipt of originals and revisions. Revisions are to be submitted within 10 days of Government response.</p> <p>SEQUENCE A003 - PHOSPHATE COATING PREPRODUCTION PROCEDURE</p> <p>Approval through the Contracting Officer is required within 60 days after contract award.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>				
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MK19 CT SPARE PARTS SECURITY CLASS: Unclassified PRON: M11Z0304M1 PRON AMD: 01 ACRN: AA AMS CD: 321061060303210</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 0 DEL REL CD QUANTITY DEL DATE 001 1 30-SEP-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W23AUU) XU TRANSPORTATION OFFICER RESTRICTED DELIVERY APPLIES BLDG E5185 ABERDEEN PROVING GND MD 21010-5000</p>	1	LO	\$ 4,745.88000	\$ 4,745.88

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

<u>GDAS Part Number</u>	<u>Item</u>	<u>Contractor</u>
10015	Back Plate Weldment	Trimaster Inc.
10072	Slide Feed Outer	"
10180	Sight, Gun MK40 MOD 0	"
10010	Block, Round Positioning	"
10063	Tube Outside	"
10062	Tube Middle	"
020111	Lever, Drive Primary - Casting	Vestshell Inc.
020063	Base Feeder - Casting	"
020113	Pawl Secondary - Casting	"

(BA6701)

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 3269419 with revisions in effect as of 4/20/2000 (except as follows):

1. The following drawings and specifications are not applicable to this procurement:

THE SPI FOR P/N 3269419 IS ACCURATE AND CURRENT.

DWG-3269518 (TITLE BLOCK)

FROM: "LEVER, SAFTEY" TO: "LEVER, SAFETY"

DWG-3269401 (CALL OUT) ITEM NO.21

FROM: "326945" TO: "3269450"

MIL-STD-278 REPLACE WITH- MIL-STD-1261, class 1

QQ-P-35 REPLACE WITH- SAE AMS QQ-P-35

DWG-7791009 (In NOTE 6.)

CHANGE:

FROM: "MIL-S-4088" TO: "MIL-W-4088"

EL 6147411 AND DWG 7102906 ARE NOT REQUIRED

SQAP 5830095, SHEET 1: CALLOUT :3830096" SHOULD BE "5830096"

DWG 12002983, NOTE 1: "MIL-W-43663" SHOULD BE "MIL-W-43668"

DWG 5526206, APPROVED SOURCE(S) OF SUPPLY:

FROM: WELDING EQUIPMENT & SUPPLY CO.
5225 E. DAVISON
DETROIT, MICHIGAN 48212

TO: EUREKA WELDING ALLOY INC.
2000 EAST AVIS DRIVE
MADISON HEIGHTS, MI 48071

VV-L-800 HAS BEEN REPLACED BY MIL-L-3150 OR MIL-C-16173, GRADE 3.

MIL-STD-105, MIL-STD-414, MIL-STD-1235, AND ANSI Z1.4 ARE REPLACED WITH MIL-STD-1916. UNLESS OTHERWISE STATED IN THE CONTRACT, VERIFICATION LEVELS (VL) SHALL REPLACE AQLS AND SHALL BE VL III IN LIEU OF AQL OF .65, VL II IN LIEU OF AQL 1.5, AND VL II IN LIEU OF AQL OF 2.5.

ALL GOVERNMENT AIE DESIGNS, WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE, ARE NO LONGER BEING MAINTAINED BY THE GOVERNMENT AND THEREFORE MAY NOT REFLECT THE LATEST COMPONENT CONFIGURATION. AIE DESIGNS ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SUBMISSION TO THE GOVERNMENT FOR REVIEW OF ALL OTHER AIE IN ACCORDANCE WITH SECTION E REQUIREMENTS OF THE CONTRACT.

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ADD:

ECP LOS3019 - REDIMENSION FORMED HEAD OF ROUND POSITIONING BLOCK PIN (HARD COPY AT ATTACHMENT 008)
ECP LOS3014 - ADD ALTERNATE MATERIALS FOR THE PRIMARY AND SECONDARY PAWL RODS (HARD COPY AT ATTACHMENT 009)
ECP LOS3022 - GUN SIGHT FOR MK19 GMG (HARD COPY AT ATTACHMENT 010)
ECP LOS3024 - ADDITION OF ALTERNATE MATERIALS (HARD COPY AT ATTACHMENT 011)
ECP LOS3028 - ALTERNATE MATERIAL SPECIFICATIONS FOR OUTER FEED SLIDE AND BACK PLATE WELDMENT (HARD COPY AT ATTACHMENT 013)

(CS6100)

C-2	52.210-4501	PHOSPHATE COATING REQUIREMENT	MAR/2001
	TACOM-RI		

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSC-A/Sue McGregor, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is every 8 hours.

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is every 8 hours.

(End of clause)

(CS6510)

C-3	52.210-4511	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
	TACOM-RI		

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances".

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or

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SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

C-4	52.247-4503 TACOM-RI	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
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Supplies procured under this contract are identified as TRANSPORTATION SECURITY FOR CAT 11, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Adminstrtion Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-5	52.248-4502 TACOM-RI	CONFIGURATION MANAGEMENT DATA INTERFACES	MAR/1999
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The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

STATEMENT OF WORK

1. PROGRAM STATUS AND MANAGEMENT REPORT - The contractor shall prepare a monthly contract program status and management report in accordance with Contract DAAE20-97-C-0247. This report shall be submitted in electronic format.
2. TECHNICAL MANUALS - The contractor shall notify TACOM-RI, ATTN: AMSTA-LC-CSC-A, Rock Island, IL 61299-7630, 120 days before technical manuals will be needed for overpack with the end items.
3. ROUND REMOVAL TOOLS - The round removal tool, part number 12926849, will be furnished by the Government for overpack into the MK19 GMG package.
4. BORE OBSTRUCTION DEVICE - The bore obstruction device, part number 12012055, will be furnished by the Government for overpack into the MK19 GMG package.
5. BAG - The bag, part number 7791009, will be furnished by the Government for overpack into the MK19 GMG package.
6. Except for the specifications and standards at Attachment 001, the contractor may use commonly accepted equivalent commercial or industry standards in lieu of the Government specifications or standards listed in the technical data package.

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SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4500 TACOM-RI	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	FEB/2000

Military preservation, packing, and marking requirements shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date: 15 Dec 99, and the Special Packaging Instruction (SPI) contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI NUMBER: 3269419, REV D, DATE: 24 AUG 99

Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

Marking: In addition to any special markings called out by the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BCI, Uniform Symbolology Specification Code 39.

This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in Paragraph E below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

SPECIAL INSTRUCTIONS: N/A

(End of clause)

(DS6410)

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4513 TACOM-RI	FIRST ARTICLE CONFIRMATORY TEST	MAY/1994

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

QUANTITY	ITEM NOMENCLATURE	DRAWING
	When the Government deems necessary. Quantities, etc., will be decided at that time.	

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading:

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: AMSTA-LC-CSC-A/Ms. Sue McGregor, FAX: (309) 782-6016 or email: mcgregors@ria.army.mil.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

E-4	52.245-4538 TACOM-RI	GOVERNMENT FURNISHED AMMUNITION	OCT/2000
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- a. Ammunition has been programmed to support contractual test requirements as follows:
- 56,314 rounds, 40MM Practice Rounds, National Stock Number 1310-01-159-3184, Department of Defense Identification Code B576.
- b. Requests for all ammunition shall be submitted on DD Form 1348 no later than 45 days prior to desired delivery dates. The request shall be submitted through the cognizant Defense Contract Management Agency (DCMA) to: Director, TACOM-RI, ATTN: AMSTA-LC-CSC-A, Rock Island, IL 61299-7630, with a copy furnished via one of the following methods to: e-mail mosleya@tacom.army.mil, fax (810)574-7757, or mail to Commander, TACOM, ATTN: AMSTA-LC-CIAT, Warren, MI 48397-5000.
- c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the

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manufacturing/test facility and request disposition instructions. The contractor shall also furnish a copy of the disposition request to the cognizant Defense Contract Management Agency (DCMA).

(End of clause)

(ES6045)

E-5	52.245-4577	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988
	TACOM-RI		

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a. Item Nomenclature	National Stock Number	Quantity	Cost Each	Unit of Issue
Solenoid	1010-01-133-6985	1	N/A	N/A
b. Estimated Weight:	N/A			
c. Cube:	N/A			

d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-LC-CSC-A/K. Mendoza, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(End of clause)

(ES6551)

E-6	52.246-4025	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT -	OCT/2000
	TACOM-RI	ALTERNATE I	

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention, (2) process control, and (3) design control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9001 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9001, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9002 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

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- (X) ISO 9001
- () QS 9000
- () ANSI/ASQ 9001

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7024)

E-7 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999
TACOM-RI PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

- (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.
- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
- (4) The results of a process performance study, and if available, the results of a process capability study.
- (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
 - (i) The process is in a state of statistical control using SPC control chart methods.
 - (ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.
 - (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

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(End of clause)

(ES7019)

E-8 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-9 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

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Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

E-10	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	TACOM-RI		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

E-11	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000	APR/2001
	TACOM-RI		

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

- (1) ☒ NOT CERTIFIED
- (2) ☐ CERTIFIED
 - (i) ☐ DATE OF CERTIFICATION
 - (ii) ☐ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The

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provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)
ENGINEERING FAILURE ANALYSIS

In the event that a gun fails to perform as specified in MIL-G-70790 during acceptance, comparison testing, quarterly reliability testing, or interchange testing, the Contractor shall conduct an engineering analysis and submit a report to the Government within 30 days of failure. The Contractor may submit interim reports every 30 days until the analysis is completed and accepted by the Contracting Officer. At the discretion of the Contracting Officer, the Contractor may be allowed to proceed with product acceptance and ship guns in place at no additional cost to the Government. In the event the failure analysis shows that the failure has resulted from the Contractor not meeting the requirements of this contract, the Contractor shall take corrective action for work in process and shipped guns.

*** END OF NARRATIVE E 001 ***

QUARTERLY RELIABILITY TEST

MK19 Grenade Machine Guns will not leave GDAS until after each quarterly reliability test is approved. In other words, guns initially accepted each month (under DD250), would be shipped in place until each quarterly reliability test is completed. In addition, if a previous quarterly reliability test has failed, the Contracting Officer reserves the right to not accept any subsequent months production lot of weapons pending receipt of an acceptable failure analysis.

*** END OF NARRATIVE E 002 ***

SPECIAL PROCESSES THAT REQUIRE PCO APPROVAL

If the below processes, previously approved under Contract DAAE20-97-C-0247 have not changed since approval, the Contractor may submit a certified statement to that effect rather than submit a new procedure for approval.

1. Welding
2. Chrome Plating
3. Phosphate Coating
4. Radiographic Inspection
5. Magnetic Particle Inspection

When a specification or contract clause calls for an approval from the cognizant Government activity, approvals on prior United States Army contracts shall satisfy the requirement on the current contract providing no changes have occurred to the approved item. By way of example only, the following items are approved by prior contract approvals:

1. Use of a 60 meter firing range for the Quality Conformance Test (Accuracy Analysis).

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2. Alternative Quenchant - Molten Salt Quenchant (Paragraph 3.1.3.1.4 of MIL-H-6875H).
3. Firing fixture in lieu of M3 Tripod.
4. During the reliability test, use of GDAS's 60 meter dispersion test (See page 26 of MIL-G-70790 (AR)).
5. The volatile corrosion inhibitor compatibility test (MIL-I-8574) specified in SPI P3269419.

*** END OF NARRATIVE E 003 ***

HYDROGEN EMBRITTLEMENT

The sample required for hydrogen embrittlement testing is reduced from 5 each specimens to 1 specimen each per month. A failure during any sample shall require the Contractor to conduct an engineering analysis and submit a report to the Government for approval within 30 days of failure.

*** END OF NARRATIVE E 004 ***

RATE OF FIRE

Should the rate of fire for the gun exceed or fall below the specification requirement, the Contractor shall perform an engineering analysis and the Government shall audit the ammunition acceptance data. Should the engineering analysis determine that the rate of fire is attributable to the nominal impulse of the GFM ammunition, the guns will be re-fired with a new lot of GFM ammunition unless otherwise accepted by the Government. Any costs associated with ammunition problems are subject to negotiation between the United States Government and General Dynamics Armament Systems prior to refiring guns. The rate of fire requirement for this contract is 300 to 400 rounds per minute.

*** END OF NARRATIVE E 005 ***

ENGINEERING ANALYSIS

In circumstances when the quality or the performance of the MK19 GMG is suspect, the product appears non-conforming or a potential product warranty condition exists, or in other circumstances as mutually agreed, the Contractor will conduct an engineering analysis in accordance with DI-R-21598 and submit this to the Contracting Officer.

*** END OF NARRATIVE E 006 ***

ACCEPTANCE TESTING

Attachment 002 makes changes to MIL-G-70790, "Military Specification Gun, Machine, 40MM MK19 Mod 3". The Government reserves the right to require a return to 39 rounds for acceptance testing.

*** END OF NARRATIVE E 007 ***

SOLENOID FIRING

All inspection method requirements as detailed in Table III, Quality Conformance Inspection, of MIL-G-70790 may be performed by hand firing the MK19 for all normal lot acceptance testing requirements. Solenoid firing of the MK19 is required only during the normal quarterly reliability test.

*** END OF NARRATIVE E 008 ***

INSTRUCTION REGARDING SUBMISSION OF FIRST ARTICLE (CONTRACTOR TESTING)

- (A) An initial First Article is not required.
- (B) The Government reserves the right to require a First Article, when 1) Changes are made to the technical data, 2) Significant change

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or changes are made in production processes and/or type of material, or 3) Changes are made to vendors, as determined by the Government, when either condition 1), 2), or 3) above occurs, the contractor shall notify the U.S. Army Armament Research, Development and Engineering Center, Quality Evaluation and Safety Team, so that instructions for the submission, inspection, and notification of the results can be made. Costs of first article testing resulting from technical data changes will be borne by the Government. Costs of first article testing resulting from production process change, material substitution or vendor change shall be borne by the contractor.

IF THE MK19 GRENADE MACHINE GUN HAS BEEN OUT OF CONTINUOUS PRODUCTION (THROUGH NO FAULT OR NEGLIGENCE OF THE CONTRACTOR) FOR MORE THAN 90 DAYS, THE GOVERNMENT MAY REQUIRE (AT THE GOVERNMENT'S EXPENSE) THE FOLLOWING LIMITED TESTING BEFORE SHIPMENTS ARE AUTHORIZED.

The testing shall consist of the following:

(1) THREE (3) EACH, MK19 GMGs TO INCLUDE ALL ASSEMBLIES, SUBASSEMBLIES, AND COMPONENTS, which shall be examined and tested in accordance with MIL-G-70790. There shall not be any special inspection requirements or inspection report required for the inspection of the guns except for the following:

The following components (3 of each) shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon as they would be for an initial First Article Test (FAT) including a report of the inspection results:

1. Bolt
2. Barrel
3. Receiver
4. Vertical Cam

Following successful inspection of the four (4) items, they will be assembled along with the other components (of the MK19) into three (3) complete MK19 GMGs and tested in accordance with Table IV of MIL-G-70790 (AR) dated 7 June 1995. However, the 6,600 round reliability demonstration shall be conducted on only one (1) of the three (3) weapons which will be selected by the Quality Assurance Representative (QAR) and will be the last test conducted.

Upon submission of an acceptable test report following completion of the 6,600 round reliability test, the Government will authorize full-scale production including shipping. All testing requirements shall revert back to those in place immediately prior to production break of ninety (90) days or more.

(C) FIRST ARTICLE INSPECTION - The first article shall be representative of items to be manufactured using the same processes and procedures of contract production. The first article shall be inspected and tested to all requirements of the contract.

(D) The first article shall be inspected and tested by the Contractor for all requirements of the contract.

(E) The first article test report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The first article test report shall include actual inspection and test results to include all measurements, recorded test data and certifications (if applicable) keyed to each drawing, specification, and QAP requirement. The Government quality assurance representative's (QAR) findings shall be documented on a DD Form 1222, Request for Results of Test, and attached to the contractor's test report. Two copies of the first article test report and the DD Form 1222 will be submitted to the Contracting Officer with an additional information copy furnished to the reviewing office, AMSTA-AR-QAW-C, Rock Island, IL, 61299-7630.

(F) The approved first article will not serve as a manufacturing standard.

(G) Most of the first article test is not considered a destructive test unless the QAP's, specification, or contractor's internal procedures describes the test as being a destructive test. If the first article items meet all the contract requirements and are not destroyed, they can be used for production.

*** END OF NARRATIVE E 009 ***

MK19 BARRELS

The sample required for destructively testing of chrome thickness is reduced from 5 each MK19 barrels to 1 each MK19 barrel. In addition, a failure during any sample shall require you to conduct an engineering analysis and submit a report to the Government within 30 days of failure.

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*** END OF NARRATIVE E 010 ***

INTERCHANGE TEST

The interchange test shall not be performed during this contract.

*** END OF NARRATIVE E 011 ***

PHOSPHATE COATING

For components with phosphate coating as final protective finish, the Contractor shall be allowed the option of using P3 or P7 as the supplementary oil treatment.

*** END OF NARRATIVE E 012 ***

BARREL/SIGHT ALIGNMENT

GDAS is permitted to utilize an alternative method, as approved under contract DAAE20-97-C-0247, for assuring barrel/sight alignment.

*** END OF NARRATIVE E 013 ***

DISPOSITION INSTRUCTIONS

Final disposition of excess ammunition, components, explosives including defective/rejected material shall be in accordance with DFARS 223.370-4(a)(3). The following information is required when providing notification of rejected material/components: NSN, Part Number, Item Drawings, Lot Number, Condition Code, Quantity, Hazard Class, and if there is an approved packaging configuration for the current stat of material/components.

*** END OF NARRATIVE E 015 ***

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
 - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
 - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.
- (End of Clause)

(FS7240)

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG					JOB			
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION			ORDER	ACCOUNTING	OBLIGATED	
							NUMBER	STATION	AMOUNT	
0001AA	M119801AM1	AA	2	21	12033000016D6D02P32106131E1	S11116	198304	W52H09	\$	12,149,201.72
	3210166106									
0001AB	WG0A0B54M1	AB	2	21	02033000006D6D02P32106131E1	S11116	098B54	W52H09	\$	74,902.60
	321061									
0001AC	WG1A0B05M1	AC	2	21	12033000016D6D02P32106131E1	S11116	198B05	W52H09	\$	59,922.08
	321061									
0001AD	W11A0R09M1	AC	2	21	12033000016D6D02P32106131E1	S11116	198R09	W52H09	\$	179,766.24
	321061060303210									
0003AA	M11Z0304M1	AA	2	21	12033000016D6D02P32106131E1	S11116	198304	W52H09	\$	4,745.88
	321061060303210									
TOTAL									\$	12,468,538.52

SERVICE							ACCOUNTING		OBLIGATED	
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION					STATION		AMOUNT	
Army	AA	21	12033000016D6D02P32106131E1	S11116			W52H09	\$	12,153,947.60	
Army	AB	21	02033000006D6D02P32106131E1	S11116			W52H09	\$	74,902.60	
Army	AC	21	12033000016D6D02P32106131E1	S11116			W52H09	\$	239,688.32	
TOTAL									\$	12,468,538.52

Regulatory Cite	Title	Date
G-1	52.232-4500 CONTRACT PAYMENT INSTRUCTIONS	AUG/1997
	TACOM-RI	

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

REMITTANCE ADDRESS: BANK ONE
ABA#071000013
GENERAL DYNAMICS
ACCT# 5577276

(End of clause)

(GS7016)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(a) 'Hazardous material,' as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

None

Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

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(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

U.S. Army Tank-automotive and Armaments Command, Rock Island
ATTN: AMSTA-LC-RS
Rock Island, IL 61299-7630

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSOS-RST
Rock Island, IL 61299-6000

U.S. Army Tank-automotive and Armaments Command, Rock Island
ATTN: AMSTA-LC-CSC-A
Rock Island, IL 61299-7630

ARDEC, Rock Island
ATTN: AMSTA-AR-WET-RP
Rock Island, IL 61299-7300

(End of Clause)

(HF6013)

H-4	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
	TACOM-RI		

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are mcgregors@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6016, ATTN: AMSTA-LC-CSC-A and (309) 782-1338 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(End of Clause)

(HS6510)

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

H-5

252.217-7026

IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-6

252.223-7001

HAZARD WARNING LABELS

DEC/1991

DFARS

(a) 'Hazardous material,' as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or

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(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

(If none, insert None) ACT

None

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract.

(End of Clause)

(HA7704)

H-7 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
TACOM-RI

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-8 52.245-4575 DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES FEB/1995
TACOM-RI (CATEGORY I - MUNITIONS LIST ITEMS)

(a) Definitions. (i) 'Excess property,' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) 'Significant Military Equipment (SME),' means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) 'Munitions List Items (MLI),' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract.

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Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;
- (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
- (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
- (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
- (x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

- (i) Silencers, suppressors and mufflers (total destruction).

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(ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled "Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

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H-9	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

General Dynamics Armament Systems - Saco Operations
291 North Street
Saco, ME 04072

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ XX NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

Accountability Instructions

Accountability Instructions are included in this solicitation at attachment 003.

*** END OF NARRATIVE H 002 ***

Warranty Accountability Instructions

Warranty Accountability Instructions are included in this solicitation at attachment 004.

*** END OF NARRATIVE H 003 ***

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-13	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-14	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-17	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-28	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-29	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-31	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-34	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-35	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-36	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-16	PROGRESS PAYMENTS -ALTERNATE III	MAR/2000
I-41	52.232-17	INTEREST	JUN/1996
I-42	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-43	52.232-25	PROMPT PAYMENT	MAY/2001
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-45	52.233-1	DISPUTES	JAN/1999

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I-46	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-47	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-50	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-51	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2001
I-52	52.245-19	GOVERNMENT PROPERTY FURNISHED ["]AS IS["]	APR/1984
I-53	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-56	52.248-1	VALUE ENGINEERING	FEB/2000
I-57	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-58	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-59	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-60	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		
I-61	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-62	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
I-63	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-65	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-66	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS		
I-67	252.219-7003	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS	APR/1996
	DFARS	SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-68	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
	DFARS		
I-69	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
	DFARS		
I-70	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-71	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-72	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-73	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
	DFARS		
I-74	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
	DFARS		
I-75	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
	DFARS		
I-76	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
I-77	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
I-78	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
	DFARS		
I-79	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-80	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-81	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
	DFARS		
I-82	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-83	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		

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I-84	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-85	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-86	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-87	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-88	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-89	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 150 percent for each option period (01 and 02-for a contract total of 300%) as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 60 DAYS PRIOR TO THE LAST SCHEDULED CONTRACT DELIVERY, INCLUDING ANY DELIVERY OF OPTION QUANTITIES, UNLESS OTHERWISE MUTUALLY AGREED TO BY THE GOVERNMENT AND GENERAL DYNAMICS ARMAMENT SYSTEMS (GDAS) by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

<u>Unit Price</u>			
Evaluated Option (F.O.B. Origin)	OPTION #1	SEE ATTACHMENT 014 ____CLIN 0001 (CONTRACT AWARD - JANUARY 31, 2002)	
	OPTION #2	SEE ATTACHMENT 014 CLIN 0001 (FEBRUARY 01, 2002 - JANUARY 31, 2003)	

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-90	252.223-7007 DFARS	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
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(a) Definition.

'Arms, ammunition, and explosives (AA&E),' as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
MK 19 Grenade Machine Gun	1010-01-126-9063	CAT II
40 MM Ammo	1310-01-159-3184	CAT IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100-76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of Clause)

(IA6716)

I-91	52.246-4524	TAILORABLE WARRANTY	NOV/1988
	TACOM-RI		

1. COST. This warranty reestablishes that the contractor is obligated to deliver supplies which meet contractual requirements and that obligation does not end with acceptance by the Government. Since this warranty does not impose additional requirements on the contractor, it is provided at no cost.

2. DEFINITIONS:
- a. "Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies or approves specific services as partial or complete performance of the contract.
 - b. "Design and Manufacturing Requirements" are defined as those structural and engineering plans and manufacturing particulars, including but not limited to, precise measurements, tolerances, materials, and finished product tests for the system being produced.
 - c. "Defect," or failure, is any condition or characteristic in any supplies or services furnished under the contract, that is not in compliance with the requirements of the contract.
 - d. "Supplies" are the production items and each component thereof furnished by the contractor under this contract.
 - e. "Systemic Failure" is a classification of failures which occurs or may occur, with a frequency, pattern, or sameness to indicate a logical regularity of occurrence.

-
3. WARRANTY. Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that the supplies delivered under this contract will:
- a. Conform to material and workmanship requirements delineated in this contract or in any modification of this contract in

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effect at the time of acceptance.

b. Conform to all drawings and specifications and all design and manufacturing requirements as furnished or identified by the Government specifically in this contract or incorporated by reference in this contract.

4. DURATION. Warranty coverage shall begin at acceptance of THE FIRST supply and shall end THREE YEARS from acceptance of THE LAST supply.

5. LIABILITY.

a. In the event the Government determines during the warranty duration, that supplies delivered under this contract fail to meet the conditions specified in paragraph 3 above, the contractor will, at the election of the Government:

- (1) Promptly take action to correct the failure at no additional cost to the Government; and/or
- (2) Pay costs incurred by the Government in taking such corrective action; and/or
- (3) Accept an equitable reduction in the contract price.

The action to correct the defect may include an acceptable redesign.

b. If the contractor becomes aware of any defect in supplies to meet the warranty prior to notification by the Government, the Contractor shall notify the Government of the defect.

c. When items covered under this clause are returned to the contractor pursuant to this clause, the contractor will bear all transportation costs associated with the return of the items to the contractor's plant (not to exceed the cost to return the item from the original destination) and all costs associated with their return to the original destination. The contractor will bear all responsibility for the supplies while in transit.

6. SYSTEMIC FAILURE LIABILITY. In addition to the liability of paragraph 5 above, claims for correction of a systemic failure shall be invoked by the Contracting Officer giving written notice to the contractor that a systemic failure exists in supplies delivered under this contract. Corrective action must address the entire contract quantity. If the systemic failure is determined to be the result of a design deficiency, redesign must be considered.

7. MARKING AND PACKING OF WARRANTED SUPPLIES.

a.The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

b. The Contract Line Items and components listed below shall be identified and marked with respect to warranty requirements, and manufacturer's identification, in accordance with the warranty and manufacturer's identification marking requirements of MIL-STD-129, "Marking for Shipments and Storage" and MIL-STD-130, "Identification Marking of US Military Property." The method of applying the marking must be acceptable to the Contracting Officer. The applicable Contract Line Items and components are the following: -6-.

8. EXCEPTIONS.

a. The prime contractor shall not be required to provide the warranties specified in paragraph 3 above on any property furnished to that contractor by the Government except for (1) defects in installation, (2) installation or modification in such a manner that invalidates a warranty provided by the manufacturer of the property, or (3) modifications made to the property by the prime contractor or a subcontractor thereof.

9. DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. This clause shall not be construed as obligating the Government to increase the contract price. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes."

10. DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries or periods of

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performance under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule or period of performance as a result of correction of defects.

11. REPLACED OR REPAIRED SUPPLIES. Any supplies or parts thereof corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these supplies or parts shall expire at the same time as the warranty for the parts which they replace. These warranties will not, in any way be voided by any Government performed repair, accomplished in accordance with standard Military Service maintenance procedures, or any supply, or component thereof, covered by these warranties.

(End of Clause)

(IS6030)

I-92 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-93 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

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(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

<p>I-94</p>	<p>52.209-3</p>	<p>FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II</p>	<p>JAN/1997</p>
<p>(a)</p>	<p>The Contractor shall test * unit(s) of Lot/Item * as specified in this contract.</p>	<p>At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.</p>	
<p>(b)</p>	<p>The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.'</p>	<p>Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.</p>	
<p>(c)</p>	<p>If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.</p>		
<p>(d)</p>	<p>If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.</p>		
<p>(e)</p>	<p>Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.</p>		
<p>(f)</p>	<p>If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.</p>		

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(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

I-95	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-96	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

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(End of Clause)

(IF7003)

I-97 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-98 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-99 52.229-XX CALIFORNIA SALES AND USE TAX (AL 92-1) MAY/1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Clause)

(IF7002)

I-100 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle,

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is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

Message Example:

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REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.
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(End of Clause)

(IF7221)

I-101	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) - ALTERNATE I (91-DEV-44)(AL 93-10)	APR/1984
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a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the indented use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

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(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon -
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Limited risk of loss. (1) The term "Contractor's managerial personnel," as used in this paragraph (g) means the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this

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contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage -

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor or loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low-value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of-

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to

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the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed or damaged Government property, or shall otherwise credit the proceeds to equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government liability of the subcontractor for such loss, destruction, or damage.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7113)

I-102 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

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Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

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(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-103 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-104 252.243-7000 ENGINEERING CHANGE PROPOSALS SEP/1999

DFARS

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a 'not to exceed' price, or a 'not less than' price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the 'not to exceed' or 'not less than' amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7010)

I-105 52.246-4525 ACCOUNTABILITY INSTRUCTIONS FOR WARRANTY REPAIR SEP/1990

TACOM-RI

a. **APPLICABILITY.** This clause is only applicable if supplies have been delivered to the Government which are not in accordance with the terms of the contract and the warranty has been invoked. Since the reports cited in the clause are only required to be provided to the Government when the warranty is invoked, there is no additional cost as a result of these reports.

b. **RETENTION OF ACCOUNTABILITY FOR GOVERNMENT ASSETS BEING REPAIRED UNDER WARRANTY.** The Contractor shall maintain custodial inventory records of assets for which the Government is accountable to enable calculation of an inventory balance by NSN. Cited data item descriptions provide transaction reporting necessary for accurate physical and fiscal accounting for materiel in the Contractor's possession.

c. **MATERIEL RECEIPT BY CONTRACTOR.** (1) **REPORTING OF RECEIPTS.** The Contractor shall receive assets from the Government and shall perform an inspection and inventory within the time specified by the DD Form 1423. Assets received shall be reported in accordance with DD Form 1423. Reporting data may be obtained from DD Form 1348-A accompanying the receipt, from other documentation provided, or the contracting officer.

(2) **DOCUMENT NUMBER.** If assets are received with document number other than "W52H09----9---", contact addressee in paragraph

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(c)(1), for assignment of document number prior to induction for repair.

(3) DISCREPANCY REPORTING. Discrepancies shall be distinguished and reported by the Contractor in accordance with the DD Form 1423 as one of the following:

(i) Transportation type discrepancy: This discrepancy is evident when materiel received disagrees with the condition, quantity, or type from that property described in the bill of lading or other transportation document.

(ii) Shipping type discrepancy: This discrepancy is evident when freight is opened and the contents do not agree with the supply shipping documents.

d. SHIPMENT OF REPAIRED ITEMS. (1) SHIPMENT DOCUMENTATION. The Contractor shall use DD Form 1348-1, DOD Single Line Item Release/Receipt Document, for return of materiel. The return instructions must be complied with, unless other modifying instructions are authorized by the Contracting Officer. Copies of all DD Forms 1348-1 shall be mailed to the addressee in paragraph (c)(1). DD Forms 1348-1 of repaired assets shall contain the serial number and the following annotation: "Pick up to B14 records, condition code A, via D6M."

(2) ITEMS NOT COVERED UNDER WARRANTY PROVISIONS. Disposition instructions shall be provided for assets which are received by the Contractor and, subsequently determined not to be applicable under the warranty clause of this contract by the Contracting Officer.

e. REPORT OF BALANCE AND/OR PHYSICAL INVENTORY COUNT. (1) BALANCE BY NSN. In accordance with the DD Form 1423 the Contractor shall report to the Government (Assigned Supply Distribution Activity (ASDA) or Management Control Activity (MCA)) an NSN balance by contract in accordance with DD Form 1423.

(2) DISCREPANCIES. Should the balance reported differ from computed balance maintained by the Government, report specified in DD Form 1423 shall be utilized to provide results of the physical count directed by the contract administration officer.

(i) Gains resulting from subtracting the quantity recorded on the Government records from the quantity physically inventoried will be posted to Government records via adjustment report by Tank, Automotive and Armament Command, (TACOM), Rock Island (RI).

(ii) Losses resulting from subtracting the quantity physically inventoried from the quantity recorded in the Government records are subject to report of survey process. The Contracting Officer will effect a finding and the subsequent determination will be included in the report of survey. The Contractor will be liable for any losses as determined by the Government's records.

(3) APPOINTING AND APPROVING AUTHORITY. The appointing and approving authority will be the Director of the TACOM-RI or authorized designee.

(End of clause)

(IS7550)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423	24-AUG-2000	004	
Attachment 001	LIST OF MANDATORY GOVERNMENT SPECIFICATIONS AND STANDARDS		001	
Attachment 002	MIL-G-70790 AND THE 29 ROUND FIRING SCHEDULE		001	
Attachment 003	ACCOUNTABILITY INSTRUCTIONS		002	
Attachment 004	WARRANTY ACCOUNTABILITY INSTRUCTIONS		003	
Attachment 005	HAZARDOUS COMPONENT SAFETY DATA STATEMENT (BCSDS)	05-MAR-1999	003	
Attachment 006	DOCUMENT SUMMARY LIST		002	
Attachment 007	LIST OF ADDRESSES		001	
Attachment 008	ENGINEERING CHANGE PROPOSAL (ECP) L0S3019 - ROUND POSITIONING BLOCK	24-MAY-2000	006	
Attachment 009	ENGINEERING CHANGE PROPOSAL (ECP) L0S3014 - PRIMARY AND SECONDARD PAWL RODS	23-MAY-2000	003	
Attachment 010	ENGINEERING CHANGE PROPOSAL (ECP) L0S3022 - SIGHT, GUN MK19	18-SEP-2000	058	
Attachment 011	ENGINEERING CHANGE PROPOSAL (ECP) L0S3024 - RECEIVER	19-OCT-2000	004	
Attachment 012	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 013	ENGINEERING CHANGE PROPOSAL (ECP) L1S3028 - ALTERNATE MATERIAL SPECIFICATIONS FOR OUTER FEED SLIDE AND BACK PLATE WELDMENT	24-MAY-2001	004	
Attachment 014	NEGOTIATED OPTION PRICES		001	
Attachment 015	LIST OF COMPARISON SPARES		001	
Attachment 016	AUTHORIZATION FOR RENT FREE USE OF GOVERNMENT EQUIPMENT	21-FEB-2001	002	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

Regulatory Cite	Title	Date
J-1	52.2100-4500 ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS	JAN/1994

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal
Directorate of Logistics
ATTN: SMCRI-DLD-T (W52R1Q)
Rock Island, IL 61299-5000

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Baseline Instruction for Generating Services:

- (a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.
- (b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.
- (c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.
- (d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.
- (e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior to shipment of materiel to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.
- (f) Shipments must be received at RIA within 90 days of the generating activities receipt of the ''shipment clearance'', from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

- (a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.
- (b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) WILL BE REMOVED from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.
- (c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.
- (d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.
- (e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.
- (f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.
- (g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.
- (h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.
- (i) Bill of Lading will reflect:
 1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.
 2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCA10) Item Number 106610.

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(End of Clause)

(JS7005)